

01-11/18-M



UNIVERSIDAD DE JAÉN



НАЦІОНАЛЬНИЙ УНІВЕРСИТЕТ  
"ОСТРОЗЬКА АКАДЕМІЯ"

**GENERAL AGREEMENT ON EXCHANGE AND ACADEMIC COOPERATION  
BETWEEN  
THE UNIVERSITY OF JAÉN (SPAIN)  
AND  
THE NATIONAL UNIVERSITY OF OSTROH ACADEMY (UKRAINE)**

**The Parties to this Agreement**

Mr. Juan Gómez Ortega, Rector of the University of Jaén, approved by Decree 122/2015 of April 7th (OSB no. 67 of April 9, 2015) and in accordance with the competences attributed to him by the Statutes of the University of Jaén approved by Decree 230/2003 of July 29 (OSB no. 152 of August 8, 2003) modified by Decree 235/2011 of July 12 (OSB no. 147 of July 28, 2011) on behalf of the aforementioned institution

and

Prof. Ihor Pasichnyk, Rector of the National University of Ostroh Academy on behalf of the institution above,

**CONCLUDE**

**FIRST**

That the University of Jaén and The National University of Ostroh Academy agree on the establishment of a teaching/research staff and student exchange program (hereinafter Exchange) subject to the provisions of this Agreement.

**SECOND**

That collaboration and exchange of experiences and knowledge, as well as the growing relations between the two institutions are of best interest for the social and cultural progress of the aforementioned parties.

**THIRD**

That according to the provisions of Organic Law 15/1999 of December 13th on the Protection of Personal Data, the data provided in this Agreement will be included in a computerized file duly registered at the Spanish Data Protection Agency with the name "Management of Information Service and General Affairs" belonging to the University of Jaén with the aim of providing means for an "Archive for documentary records of general documents, agreements, e-administration and complains and suggestions"



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#### FOURTH

That in accordance with the provisions of current regulation on transparency, access to public information and good governance, this agreement and the data that of might be made public and accessible on the websites of the University of Jaén with the aim of tending to public interest that is the disclosure of information and the necessity of proper provision of service.

Therefore, both parties agree on the establishment of a specific collaboration agreement between the two institutions to be developed based on the provisions of the following part.

#### FIRST

##### DEFINITIONS OF THE EXCHANGE PROGRAM

In this Addendum to the General Agreement of Cooperation:

(a) *Home University* means the University from which a student intends to graduate or the University, which is the regular employer of the participating teaching staff within the framework of the Exchange Program.

(b) *Host University* means the University, which has agreed to host the participants within the framework of the Exchange Program.

#### SECOND

##### TERMS FOR THE TEACHING/RESEARCH STAFF EXCHANGE PROGRAM

Teaching/research staff exchange may be negotiated by either Party according to the appropriate institutional procedures (including relevant collective agreements and insurance requirements).

The number, timing and duration of the teaching/research staff exchange mobility may vary according to the needs of each particular proposal.

Reasonable efforts will be made to involve equal numbers of teaching/research staff members from UJA and NUOA over the validity period of this Agreement.

#### THIRD

##### FINANCIAL RESPONSIBILITIES OF THE TEACHING/RESEARCH STAFF

The Host University will not bear any financial responsibility for visiting teaching/research staff, except



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as may be arranged and explicitly documented for specific cases.

Participating exchange teaching/research staff will submit a report on the experience to both parties upon completion.

The Host University will make reasonable efforts to provide information and advice regarding matters, which may enhance the exchange experience for the participating teaching staff, such as campus facilities, housing options, and visa requirements.

#### **FOURTH TERMS FOR THE STUDENT EXCHANGE PROGRAM**

The Exchange Program will be open to both undergraduate and graduate students.

Each Party will appoint a Coordinator responsible for the development and conduct of the Exchange Program.

Exchange Program candidates will be selected by the Home University and will be admitted by the Host University according to their standard procedures. In addition:

Exchange students will remain registered at their Home University throughout the period of their exchange.

Exchange students will be expected to meet the proficiency level of the host country language as requested by the Host University (and, accordingly, the Home University will be responsible for carrying out any language examination for this purpose prior to the beginning of the exchange period).

The exchange students' proposed program of studies at the Host University must be approved by both the Home University and the Host University prior to the exchange period.

Exchange students will be free to choose courses from the full range of undergraduate and graduate programs available at the Host University (as long as these incoming students meet the individual program prerequisites and space is available).

Participation in the Exchange Program will not give students any preference or special status when subsequently registering for a degree program at the Host University (once completed the exchange period abroad within the framework of this Agreement).



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Exchange students will register as full-time students at the Host University for either one semester (fall or spring) or a maximum of one full academic year (fall and spring semesters):

(a) The academic year at UJA is divided into two semesters: early September to late January (Semester 1) and late January to mid-June (Semester 2), with no academic activity during August.

(b) The academic year at NUOA is divided into two semesters: early September to late December (Semester 1) and early February to mid-June (Semester 2), with no academic activity during July and August.

Exchange students will not pay any tuition, institutional, application or enrolment fees at the Host University. Exchange Program students will only pay tuition, institutional, application and/or enrolment fees at their Home University.

During the first year, the number of exchange students participating in this Exchange Program will not exceed 5 candidates from each University per academic year (or the equivalent number of semester students). However, the number of the participating exchange students may be increased by mutual agreement of the parties.

Both parties will review the Exchange Program on a regular basis for any imbalances in the number of students exchanged and will adjust the numbers as necessary to maintain a well-balanced program. Should one University send no exchange student at all in any one academic year, the other University will still be allowed to send at least one (1) exchange student (for either a semester or a full academic year stay).

#### **FIFTH FINANCIAL RESPONSIBILITIES FOR EXCHANGE STUDENTS**

Financial responsibility for exchange students will be based on the following:

The Host University will not bear any financial responsibility for incoming exchange students except as may be arranged and explicitly documented for specific cases.

Exchange students will be obliged to obtain adequate travel, health, sickness, accident (repatriation) and civil liability insurance coverage as requested by the Host University.

Students will be expected to pay for all personal expenses, including (but not limited to) travel,



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transportation, accommodation, meals, books, visas, insurance and entertainment.

Where UJA and/or NUOA graduate students are involved in PhD Thesis research, the parties will determine ownership of intellectual property (at the outset of the research project).

(At the end of each semester or academic year (or upon request), the Host University will send to the Home University an official transcript of the academic achievement of each exchange student.

The Host University will assist students in locating suitable accommodation, will offer campus orientation, and will provide advice regarding matters, which may support and enhance the Exchange Program.

#### **SIXTH LEGAL PROVISIONS AND DISPUTE SETTLEMENT**

Exchange Program participants will be bound by the rules and regulations of the Host University and the laws of the host country while on the Exchange Program.

Any dispute arising under the terms of this Agreement (which cannot be resolved by the parties) will be referred to an independent mediator approved by both parties.

#### **SEVENTH CONDITIONS OF MODIFICATION OF THE AGREEMENT**

The modification of the content of this Agreement will require the unanimous consent of the signatory parties.

#### **EIGHTH VALIDITY PERIOD**

It is understood that this Agreement will come into effect after being signed by both parties and will be established for a period of a year. After this first year it will be automatically extended for the same period up to a total of four years, unless one of the parties expresses an intention (by written notification) to cancel the agreement at least (3) three months before the expiry date.

Before the end of the four year period from the signing of the this Agreement the signatory parties may unanimously agree on its extension for a period of up to four addition years



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Nevertheless, it is agreed that all the teaching staff and/or students participating in this Exchange Program (at the time of notice of termination) will be allowed to complete their academic year at the Host University under the terms of this Addendum.

This Agreement to the General Agreement of Cooperation is hereby put into effect and signed in duplicate (for an only purpose) at the place and on the date below written.

**FOR AND ON BEHALF OF THE  
UNIVERSITY DE JAÉN**

**FOR AND ON BEHALF OF THE  
NATIONAL UNIVERSITY OF OSTROH  
ACADEMY**

**THE RECTOR**

**RECTOR**

On his behalf,  
by Resolution of April 29<sup>th</sup> 2015  
**The Vice-Chancellor for Internationalization**



Sebastián Bruque Cámara



Ihor Pasichnyk

Place and date:

Place and date:

Jaén - 19.11.2018

01.11.2018